



Long Beach Organic, Inc. Community Garden Rules

This document sets out the rules that govern Long Beach Organic Community Gardens (the “Garden”). These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among our gardeners, and to help the Garden to be a good neighbor. Long Beach Organic, Inc. (the “Sponsor”) is a nonprofit organization that leases the land for the Garden, sponsors the Garden, and administers these Rules. Every person who has a plot in the Garden (called “Gardeners”) must sign a legal agreement with Sponsor in which the Gardener agrees to comply with these Rules.

A. ACCESS TO THE GARDEN

Season:	The Garden is open and accessible all year
Hours, Locks and Security:	Gardeners may be in the Garden between dawn to dusk. Sponsor will give each Gardener the combination to open the gate lock. Gardeners may not share the combination with anyone. Gardeners are responsible for locking the gate upon entering and leaving the Garden. Gardeners will follow any additional security guidelines that may be announced by Sponsor.

B. GARDEN PLOTS

Use of Own Plot:	Gardeners may use only the plots assigned to them by the Sponsor. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
Plantings:	Gardeners may plant vegetables, fruits, and flowers. Gardeners may not plant any trees, erect structures over six feet that impede the security of the garden, or adjacent gardeners' access to sunlight at midday. No planting in common areas without express permission from the Sponsor.
Supplies:	Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by Sponsor or Gardeners collectively.
Organic Methods:	Gardeners will garden organically. Gardeners will not use any fertilizers, pesticides, herbicides, or repellants, unless labeled “organic.” Use of compost, manure, and organic mulch is always acceptable.
Water:	Each Gardener is responsible for watering his or her own plot using the hoses provided by the Sponsor. Gardeners will not over water their plants or leave a hose or drip system unattended. Water conservation is appreciated as excessive water usage may increase plot rental fees.

Tools: Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools outside their plot boundaries. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, or electricity without permission from the sponsor. Battery operated tools are permitted.

Common Tools: The sponsor or Gardeners collectively will provide a set of tools in a storage shed in the Garden for use by all Gardeners. All tools are to be returned to the tool shed when finished using. Tools are not to be removed from a garden. If a common tool appears in disrepair or dangerous, the Gardener will inform the Garden Director or volunteer Garden Manager immediately.

Compost: Gardeners will place any organic waste such as weeds, dead plants or rotten produce in the designated compost pile or bin. Nightshade plants are not compostible. Do not place these in the compost. Please check with Sponsor if clarification is needed.

Absence: Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 30 days. If a Gardener expects to be away from the Garden for more than 2 weeks, he or she must inform Sponsor. The Gardener is required to make arrangements for maintenance of their plot during their absence. Failure to maintain a plot will result in correction notice, and will result in termination of agreement if corrective action is not completed

C. COMMON AREAS AND RESPONSIBILITIES

Community Service Hours: Gardeners are required to complete ten hours of community service hours per six month season. Community service hours may be completed during garden work parties or by special arrangement with the Garden Director or Board of Directors.

Garden Work Days: Garden work parties are held on designate Saturday during the month for each garden location. Additional work days may be held as determined by the Garden Director based on garden needs.

D. COMMUNICATION

Garden Management: Long Beach Organic, Inc. management consist of a Board of Directors (the Sponsor), a Garden Director, and various volunteers including but not limited to volunteers garden managers. The Board of Directors and the Garden Director have complete authority interpret the Rules and make decisions.

Communication: All garden communication may be delivered verbally, by written communication, email, or posted in a common area or bulletin board. The Sponsor and Garden Director may designate a volunteer Garden Manager to be the official point of contact for any or all garden locations.

Gardeners are responsible for notification of any change in their contact e-mail addresses or phone numbers.

Gardener Input: Gardeners are encouraged to provide suggestions about Garden operations to the Volunteer Garden Managers, Garden Director, or Sponsor.

Gardener Orientation: New Gardeners must attend an orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.

Confidentiality: Sponsor and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden, without written permission of the gardener.

E. CONDUCT

General Conduct: Gardeners are expected to be civil, honest, and cooperative in dealing with the Landowner, Sponsor, Garden neighbors, other Gardeners, and guests of other Gardeners. Do not enter, touch, water or harvest another gardener's plot without their current and explicit permission.

Guests: Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate or illegal conduct. Guest violations of these Rules are treated as violations by the Gardener.

Pets: Gardeners may bring any licensed pets into the Garden, only if Gardeners keep them on a leash or other restraint for the entire time the pets are in the Garden.

Gardeners are responsible for cleaning up after their pets and ensuring that their pets stay on their own plots and do not interfere with activities or damage plants on other plots. If other Gardeners complain about the pet, Gardener will remove it from the Garden.

Animals may not be buried in the Garden.

Respect Others' Property: Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener.

Prohibited Plants: Gardeners may not grow any plants considered illegal under state or federal law. Gardeners may not grow Cannabis (marijuana). Nightshade plants (tomatoes, peppers, eggplant, or potatoes) must be bagged and disposed of outside of the community garden by December 1, and may not be planted again until March 1.

Compliance: Gardeners must comply with all applicable local, state, and federal laws.

No Firearms: Gardeners may not carry, use, or store firearms in the Garden.

No Smoking: Gardeners may not smoke or vape in the Garden.

No Loud Music: Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.

No Alcohol/Drug Use:

Gardeners may not bring, consume or use illegal drugs while on the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs. Alcohol may be permitted in some garden locations by special permission from sponsor.

No Fires Cooking:

Gardeners may not start or maintain a campfire, burn weeds, trash, or other waste in the Garden. Use of barbecue grills, earth ovens, or other cooking apparatus is permissible for garden wide events. Gardeners may request use of common area and barbecue grills/ovens for private events from the Garden Director and/or Sponsor.

No Sales:

The Garden is for personal, noncommercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

F. DISPUTES AND VIOLATIONS

Dispute Resolution:

Gardeners will raise with the Garden Director and/or the Board of Directors any disputes about the Garden or with fellow Gardeners. The Board of Directors will have the power to hear these disputes and will resolve them in the best interest of the Garden.

Rules Violations:

Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules.

The Sponsor may, at its discretion, terminate immediately the Gardener's right to participate in the Garden. If that occurs, the Gardener must immediately leave the Garden and may not reenter without Sponsor's permission.

If a Gardener violates any other of these Rules, Sponsor will inform Gardener of the violation by email, phone or written communication. Gardener will have two weeks to correct the violation. If the violation is not corrected as determined by the Sponsor in its discretion, the Sponsor may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have one week to harvest and clean up the plot.

No Limit on Sponsor Rights:

The process described in this Section G does not (i) limit the Sponsor's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit the Sponsor's right to notify and/or involve government authorities as it may determine.

No Refund or Other Claims:

Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the Sponsor or the owner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

G. OTHER PROVISIONS

- Changes in the Rules:** Sponsor may amend these Rules in its discretion without advance notice. Sponsor will notify and provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules on Long Beach Organic, Inc. website, and at the Garden bulletin boards where available within 30 days of any amendment.
- Master Lease:** The Gardener's Agreements with individual Gardeners are subject to the master Lease between the landlord who owns the Garden's land and Sponsor. As a result, if the landlord terminates the lease, the Garden will close, and the Gardener's Agreement will terminate. At that time the Gardeners will no longer have access to the Garden.
- Garden Agreement Controls:** Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between the Sponsor and each Gardener. Should there be any ambiguity or conflict between a Gardener Agreement and these Rules, the Gardener Agreement will control.
- Waiver:** Any waiver by the Sponsor of these Rules must be in writing and signed by the Sponsor. Failure, neglect, or delay by the Sponsor at any time to enforce the provision of these Rules will not be considered a waiver of the Sponsor's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.
- No Discrimination:** Sponsor will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran
- Translations Not Binding:** Sponsor may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. Sponsor does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English language versions will control. They, not the translations, are the official, legally binding documents.